

CASCADE COUNTY COMMISSION MEETING
October 22, 2019 - 9:30 AM
COURTHOUSE ANNEX - ROOM 111
AGENDA

Agenda Topics:

Call to Order:

Chairman Briggs

Pledge of Allegiance:

Read Weekly Calendar and Report of Approved Purchase Orders and Accounts Payable Warrants.

Treasurer's Report

Consent Agenda: The Consent Agenda is made up of routine day-to-day items that require Commission action. Any Commissioner may pull items from the Consent agenda for separate discussion/vote.

(A) Approval of Minutes and Minute Entries: October 8, 2019; October 11, 2019; October 16, 2019

(B) Approval of Routine Contracts as follows:

Contract 19-164: ECOLAB Pest Elimination Services Agreement for pest control at the Executive Plaza Building.

Effective: August 1, 2019 - July 31, 2020. Initial Service Fee: \$555.00 (includes 1st month payment)

Monthly Cost: \$185.00 (for remaining 11 months) *(Ref: Contract 19-119, R0374590)*

Contract 19-165: ECOLAB Pest Elimination Services Agreement for pest control at the Juvenile Detention Center.

Effective: August 15, 2019 - July 15, 2020. Initial Service Fee: \$130.00 (includes 1st month payment)

Monthly Cost: \$130.00 (for remaining 11 months)

Contract 19-166: ECOLAB Pest Elimination Services Agreement for pest control at the Paddock Club.

Effective: October 1, 2019 - September 30, 2020. Initial Service Fee: \$70.00 (includes 1st month payment)

Monthly Cost: \$70.00 (for remaining 11 months)

Resolution 19-65: Budget Appropriation increasing funds for the Public Safety 24/7 Program. Total Amount: \$15,000.00

Contract 19-169: Contract by and between Cascade County and Voice Products Encore Interview Solution.

Purpose: Install new recording system in the DUI Interview Room Total Cost: \$45,000.00/24/7 Program. *(Ref: Resolution 19-65)*

City-County Health Department

Contract 19-168: Memorandum of Professional Practice Experience Agreement between Cascade County and Great Falls College MSU. Effective: October 22, 2019 - until terminated. *(No Cost to the County).*

1.	<u>Motion to Approve or Disapprove:</u> Final Plat Approval for River Bend Estates Phase 2 Major Subdivision Location: In Section 34, Township 20 North, Range 3 East, P.M.M. Cascade County, MT <i>Initiated by: Rick and Judy Higgins, Higgins Enterprises LTD</i>	Sandor Hopkins Interim Planning Director
2.	<u>Motion to Approve or Disapprove:</u> <u>Contract 19-167:</u> Montana Department of Commerce Community Development Block Grant Program (CDBG), Contract Amendment #MT-CDBG-NCH-15-02B. Grant Funding: \$92,728 Project: 321 Mountainview Drive, Cascade MT. <i>(Ref: Contract #15-172, R0314334)</i>	Mary Embleton Budget Officer
3.	<u>Motion to Approve or Disapprove:</u> <u>Contract 19-170:</u> Agreement by & between Cascade County & the Great Falls Turf Club for the purpose of providing a five (5) day horse racing meet, including three (3) days during the 2020 Montana State Fair. Compensation to Turf Club: \$65,000.00	Susan Shannon ExpoPark
4.	<u>Motion to Approve or Disapprove:</u> <u>Contract 19-171:</u> A contract between Cascade County and E-Clinical Works to provide practice management and electronic health records for the City-County Health Department. Effective: November 1, 2019 – December 31, 2020.	Trisha Gardner Interim Prevention Services Division Manager
5.	Public comment on any public matter that it not on the meeting agenda, and that is within the Commissioners' jurisdiction. (MCA 2-3-103)	
6.	Adjournment	

AGENDA # _____ DATE _____

AGENDA REPORT

Prepared for the
CASCADE COUNTY COMMISSION

ITEM Approved checks issued since 9/21/2019

PRESENTED BY: Cascade County Clerk & Recorder/Auditor

The Board of County Commissioners has approved invoices and accounts payable checks # 298376 through #298507 totaling \$432,180.54 and EFT's #9101304 through 9101310 totaling \$1330.97 for an A/P total of \$433,511.51 dated 09/23/19 thru 09/26/19.

In addition, payroll checks #9814 through #94877 were issued totaling \$46,643.40 and EFT's 5233678 through 5234559 were made totaling \$938,048.71 for a payroll total of \$984,692.11 for the month of September 2019.

A listing of all paid warrants is available in the Cascade County Commissioners Office.

Contract 19-155: Interlocal Agreement between the City of Great Falls and Cascade County Purpose: Active Shooter/Rescue Task Force Team to respond to an active shooter incident under unified command Effective: Date of Signing - Until terminated by either party (No Cost to the County) 08:21

Contract 19-156: Contract between Securus Technologies, Inc and Cascade County Purpose: Provide inmate telecommunications and maintenance services at the Adult Detention Center Effective: September 25, 2019 - September 25, 2025 (No Cost to the County) 08:36

Contract 19-157: Sales Contract between James Harris from Cookeville, TN and Cascade County Purpose: Purchasing "Zeke" a German Shepherd/Belgian Malinois Mix dog for the purpose of drug detection Expected Delivery: November 10, 2019 Total Cost: \$8,500.00 (Drug Forfeiture Fund) 08:53

Contract 16-160: Montana DES State Homeland Security Program, Agreement #EMW-2019-SS00010 FFY 2019-2020 Performance Dates: October 1, 2019 - September 30, 2020 Federal Award: \$44,344.00 (100% Reimbursable) (No County Match) 09:19

Contract 19-161: Extension Services Agreement between Montana State University and Cascade County Effective: July 1, 2019 - June 30, 2020 Total Amount: \$228,152.00 10:27

Contract 19-162: Collective Bargaining Agreement between Teamsters Local Union #2 and the Cascade County Office and Clerical Employees. Effective: July 1, 2019 - June 30, 2021. 10:37

Contract 19-163: Letter of Understanding between Cascade County and Public Works Employee's Craft Council specifically the International Brotherhood of Teamsters Local Union #2 and the Operating Engineers Local #400 Purpose: Rectify error and memorializes for the durations of the CBA the correct pension increase. (Ref: Contract 19-89, R0373551)

Chairman Briggs noted there was a typo error in Contract 16-160, and it should read 19-160. Motion carries 2-0 11:01

AGENDA ITEM #1 12:21

PUBLIC HEARING with a motion to approve or disapprove:

Resolution 19-64: Petition to Discontinue a Portion of a County Alley
abandon that portion of a county alley right-of-way extending 100 feet in length and 15 feet in width between Lots 8, 9 and Lots 10, 11 of Block 78 of the north Great Falls Townsite Plat Section 31, Range 4E, Cascade County, Montana. Initiated by: Kimberly Wearley

Recess the Commission Meeting:

Commissioner Briggs recessed the commission meeting at 9:47 a.m.

Public Hearing:

Commissioner Briggs opened the public hearing at 9:48 a.m.

Recording of the Public Notice:

The reading of the public notice was waived without objections and made part of the public record (see exhibit "A"). 12:42

Staff Presentation: Michael Stone read the synopsis and staff report found in the action agenda report dated October 8, 2019. 13:09

October 11, 2019 – 1:00 p.m.
Cascade County Courthouse Annex
Bid Opening for Semi-trailer Tractor Trucks

*These minutes are paraphrased and reflect the proceedings of the Board of Commissioners.
MCA 7-4-2611 (2) (b).*

Staff Present: Les Payne and Marie Johnson

Public Present: No public present

At 1:00 p.m., Les Payne -Public Works Director, began the bid opening. **00:08**
Three bid packets

First bid packet opened.

Bid Packet from Montana Peterbilt of Missoula, MT: 00:52

Bid Form, Bid Bond - Les Payne confirmed that the packet was complete. (See attachment "A").

Second bid packet opened.

Bid Packet from Motor Power, Great Falls, MT: 03:48

Bid Form, Bid Bond - Les Payne confirmed that the packet was complete. (See attachment "B").

Third and final bid packet opened.

Bid Packet from Tri- State Truck and Equipment Inc., Great Falls, MT: 05:39

Bid Form, Bid Bond - Les Payne confirmed that the packet was complete. (See attachment "C").

Les Payne Clifton stated that staff will take all bids under advisement and make recommendations to the Cascade County Commissioners.

Adjournment: Les Payne closed the bid opening at 1:08 p.m.

October 22, 2019

Contract #19-164

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: ECOLAB (Pest Control for Executive Plaza)
INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #19-164

PRESENTED BY: Les Payne, Interim Public Works Director

SYNOPSIS:

Cascade County Public Works Department has recently contacted ECOLAB, to readjust our rates at the Executive Plaza location, located at 121 4th St N, Great Falls MT, 59401. ECOLAB has provided the county with a new contract, with lower rates, to replace existing contract #19-119. The cost to the County for the services needed at the Executive Plaza building, would now require a onetime initial setup fee of \$550.00, for month one, and then an additional \$185.00 a month, for the next eleven (11) months, for a total yearly cost to the County of \$2585.00, and a savings to the county of \$520.00, over a twelve (12) month span.

RECOMMENDATION:

Cascade County Staff, after reviewing the Statement above recommends that the Board of County Commissioners approve Contract #19-164 for Pest Control services provided by Ecolab Inc, this contract will replace the existing contract #19-119 for the total cost to the County of \$2585.00, over a twelve (12) month span, and a savings to the county of \$520.00, over a twelve (12) month span

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair, I move the Cascade County Commission **APPROVE** Contract #19-164 for the Pest Control services provided by Ecolab Inc, for the total cost to the County of \$2585.00, and a total savings to the county of \$520.00, over a twelve (12) month span

MOTION TO DISAPPROVE:

Mr. Chair, I move the Cascade County Commission **DISAPPROVE** Contract #19-164 for the Pest Control services provided by Ecolab Inc, for the total cost to the County of \$2585.00, and a total savings to the county of \$520.00, over a twelve (12) month span

October 22, 2019

Contract #19-166

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: ECOLAB (Pest Control for Paddock Club)

INITIATED BY: Cascade County Public Works Department

ACTION REQUESTED: Approval of Contract #19-166

PRESENTED BY: Les Payne, Interim Public Works Director

SYNOPSIS:

Cascade County Public Works Department has recently contacted ECOLAB, to provide pest control services at the Paddock Club location, located at MT Expo Park 400 3rd St NW, Great Falls MT, 59404. ECOLAB has agreed to provide the county with a onetime initial setup fee of \$70.00 for the first month, and then an additional \$70.00 a month, for the next eleven (11) months, for a total cost to the county of \$840.00 a year.

RECOMMENDATION:

Cascade County Staff, after reviewing the statement above recommends that the Board of County Commissioners approve Contract #19-166 for pest control services provided by Ecolab Inc, for the Paddock Club location, for the total cost to the County of \$840.00, over a twelve (12) month span

TWO MOTIONS PROVIDED FOR CONSIDERATION

MOTION TO APPROVE:

Mr. Chair I move the Cascade County Commission **APPROVE** Contract #19-166 for the pest control services provided by Ecolab Inc, for the total cost to the County of \$840.00, over a twelve (12) month span

MOTION TO DISAPPROVE:

Mr. Chair I move the Cascade County Commission **DISAPPROVE** Contract #19-166 for the pest control services provided by Ecolab Inc, for the total cost to the County of \$840.00, over a twelve (12) month span

October 22, 2019

Contract #19-169

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Cascade County & Voice Products Encore Interview Solution

INITIATED & PRESENTED BY: Captain Scott Van Dyken
Cascade County Sheriff's Office

ACTION REQUESTED: Approval of Contract #19-169

BACKGROUND:

Voice Products is the sole source for the Encore interview system. Attached with the purchase contract is a Letter from Encore which specifically states the Voice Products company is the only authorized company for Encore within the State of Montana. We will be using 24/7 money for this purchase as it is the DUI Interview Room recording system that is being replaced.

TERM: One-time installation

AMOUNT: Total Cost: \$45,000

RECOMMENDATION: Approval of Contract #19-169

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission **APPROVE** Contract #19-169, Cascade County and Voice Products Encore Interview Solution Contract.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission **DISAPPROVE** Contract #19-169, Cascade County and Voice Products Encore Interview Solution Contract.

October 22, 2019

Agenda # 1

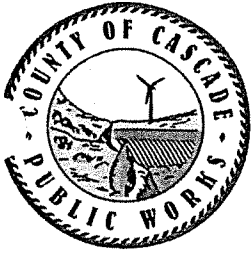
Agenda Action Report
Prepared for the
Cascade County Commission

ITEM	Public Meeting for Final Plat Approval of River Bend Estates Phase 2 Major Subdivision
INITIATED BY	Rick & Judy Higgins, Higgins Enterprises LTD
ACTION REQUESTED	Final Plat Approval for River Bend Estates Phase 2 Major Subdivision
PRESENTED BY	Sandor Hopkins, Interim Planning Director

BACKGROUND: Rick and Judy Higgins, Higgins Enterprises LTD, request final plat approval for River Bend Estates Phase 2 major subdivision consisting of twelve (12) residential lots, ranging in size from 2.0 acres to 2.70 acres, one parkland lot of 1.425 acres, one tract in the Special Flood Hazard Area to be rezoned to Open Space pursuant to Section 10-14(1) of the Cascade County Subdivision Regulations, and a remaining tract of 115.56 acres. Ten (10) of the residential lots will be dedicated to Single Family Residences, and Lots 13 and 14, have been designed for duplex housing. The property lies within the Suburban Residential Two (SR2) zoning district and the total acreage of the proposed site is 170.07 acres. Access to the proposed subdivision lots will be via two separate approaches from Flood Road and an internal subdivision road system, Cascade County Road and Bridge Division has approved approaches for both points of access. The lots have been reviewed by the Department of Environmental Quality for water, wastewater, and stormwater approvals. This application received preliminary plat approval by the County Commission on July 18, 2019. The preliminary plat approval had nineteen (19) conditions that needed to be met prior to final plat approval as listed below.

Due to time constraints, the applicant has filed a Letter of Credit as part of a Public Improvements Agreement to satisfy the completion of condition 16 in accordance with Section 3-7 of the Cascade County Subdivision Regulations. No structures may be built until the Fire Suppression System has been approved by the Gore Hill Volunteer Fire Department (GHVFD). As of writing this report, staff has been in contact with the developer and members of the GHVFD regarding approval of the Fire Suppression system. At this time staff reasonably expects this condition to be fully satisfied by the date of this hearing. Staff has deemed the submitted materials complete for the approval and filing of the Final Plat application.

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;
2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;
3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612, 2017).
4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat



Subdivision Final Plat Approval Form

Cascade County Public Works Department
Planning Division

121 4th St No, STE 2H/I, Great Falls MT 59401

Phone: 406-454-6905 Fax: 406-454-6919

OFFICE USE ONLY

Application #: _____

Fee for Major: \$400

Date Form Received: _____

Payment: Check (#) _____ Cash _____ N/A _____

Type of Subdivision: _____

Final Approval/Rejection Date: _____

Date: August 23, 2019

1. Name of Subdivision: River Bend Estates - Phase II
2. Location: 1/4 Section 34 Township 20N Range 3E
For Amended Plats: Lot(s) _____ Block(s) _____ Subdivision _____
3. Name of Subdivider: Higgins Enterprises, LLC
Mailing Address: PO Box 322
City: Ulm State: MT Zip: 59485 Phone #: 406 788 4806
4. Name, address and telephone number of persons of firms providing services and information (e.g.: surveyor, engineer, designer, planning consultant, attorney)
Name of Representative(s): Jason Crawford - Triple Tree Engineering
Mailing Address: 3102 Old Broadwater Lane
City: Helena State: MT Zip: 59601 Phone #: 406 461 2115
5. Descriptive Data:
 - a. Gross area in acres 143.02
 - b. Number of lots or rental spaces 12 Residential, 1 Parkland, 1 Remainder
 - c. Existing zoning or other regulations SR2
6. Date Preliminary Plat Approved: July 18, 2019
7. Any Conditions? Yes (If Yes, attach list of conditions.)
8. Any Deed restrictions or covenants? Yes (If Yes, attach a copy.)



10/7/2019

Sandor Hopkins
Cascade County Planning
121 4th St. N, Suite 2 H/I
Great Falls, MT 59401

RE: River Bend Estates – Phase II Final Plat Application

Dear Sandor:

We are submitting the final plat application for the River Bend Estates – Phase II Subdivision. Per the conditional approval letter you sent on July 18, 2019, we have addressed the 19 conditions, and following is a description of how each condition has been addressed. The Final Plat application is included with this letter along with the referenced exhibits.

1. Having the developer's surveyor correct any errors or omissions on the preliminary plat;

Jay Kendall, PLS, has reviewed and certified the final plat. All errors/omissions have been corrected. Full size copies (two 24"x36" mylar copies and three 24"x36" paper copies) of the Final Plat are included.

2. Causing to be prepared certificates of title of the land in the subdivision to be recorded in conjunction with the final plat;

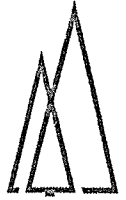
Title certificates for the land included in the subdivision are included with this letter as Exhibit A.

3. Submitting with the plat a certificate of a title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land (M.C.A. 76-3-612);

The certificate of title abstracter showing the names of the owners of record of the land and the names of lien holders or claimants of record against the land is included in Exhibit A.

4. Causing to be recorded in conjunction with the final plat the covenants of the Major Plat that contain, at a minimum, a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting commercial or industrial uses, and that impose upon all landowners the exclusive responsibility to improve and maintain the public rights of way created by and indicated on the subdivision plat;

Covenants for the Final Plat, including a noxious weed control program, an erosion control program, a limit to livestock and pets, a provision prohibiting



11. Design, construction, inspection, and certification, by a licensed professional engineer, of all internal private roads and cul-de-sacs to Cascade County Subdivision Road Specifications, as well as the purchase and installation of all required street signs and stop signs. All of the above items to be at the developer's expense and to be completed prior to the approval of the final plat;

Phase 2 did not included construction of any roads. All access roads were constructed and certified as part of the first phase.

12. The inclusion on the major plat a statement provided by Cascade County certifying the status of the internal subdivision roads;

Cascade County will add this statement to the plat.

13. The inclusion of setbacks in the covenants as required by the Cascade County Zoning Regulations;

Setbacks are included in the covenants, Exhibit B, under Article VII.1.C.

14. Montana Department of Environmental Quality (MDEQ) Certificate of Subdivision Approval (COSA) shall be submitted with the final plat;

The COSA is included as Exhibit C.

15. Cause to be filed with final plat a Declaration of Covenant that declares that all of the properties described shall be held, sold, and conveyed subject to the following covenant which shall run with the real property and be binding on all parties having any heirs, successors and assigns, and shall bind each owner thereof. The covenants may be revoked for any or all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County;

The Declaration of Covenant is included on the final plat.

16. A 16,000 Gallon fire suppression cistern installed on-site, properly maintained and equipped with the proper appurtenances for the Gore Hill Volunteer Fire Department to use for firefighting at all times. Provide the developers install and the homeowners' association maintain an accessible approach for access to the cistern at all times;

The cistern is currently under construction and will be constructed in accordance with the requirements stated on the approved Phase I road construction plans. The County has agreed to allow the Developer to bond for the remaining construction cost of the tank as long as the tank is finished prior to development of any of the lots. The Subdivision Improvement Agreement is included as Exhibit D.

EXHIBIT A
Title Report & Deed

ISSUING OFFICE:

Title Officer: Doris Eckenstein
 Chicago Title Company, LLC
 101 River Dr N
 Great Falls, MT 59401
 Phone: 406-453-7622 Fax: 406-761-0719
 Main Phone: (406)453-7622
 Email: Doris.Eckenstein@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$5,000.00	\$150.00	\$0.00

Effective Date: August 14, 2019 at 05:00 PM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

A tract of land located within the boundaries of Tract 1A of Certificate of Survey No. S-0005179, described as follows:

Beginning at the West Quarter Section corner of Section 34, Township 20 North, Range 3 East, PMM;
 Thence S01°38'E, 5.71 feet to the center of Flood Road, the True Point of Beginning;
 Thence N56°31'E, 10.3 feet; thence N56°31'E, 500.7 feet along said centerline;
 Thence N50°27'E 287.9 feet along said centerline; thence N47°34'E, 413.4 feet along said centerline;
 Thence N42°26'W 30.0 feet to the west right of way limit of Flood Road;
 Thence 148.31 feet along a 1489.13 radius curve with a chord bearing of N45°26'E;
 Thence S42°25'E, 1165.4 feet; thence N39°51'E, 831.7 feet; thence S01°57'E, 648.7 feet;
 Thence S01°57'E, 1946.6 feet to the South Quarter Section corner of Section 34, T20N, R3E;
 Thence N89°58'W, 1875.4 feet; thence N89°58'W, 20.0 feet to the edge of the Missouri River;
 Thence N18°41'W, 117.0 feet along said river; thence N43°51'W, 136.9 feet along said river;
 Thence N64°03' W, 220.0 feet along said river; thence N78°37'W, 32.6 feet along said river;
 Thence S85°30'W, 64.1 feet along said river; thence N80°53'W, 89.6 feet along said river;
 Thence N76°35'W, 92.9 feet along said river; thence N88°12'W, 79.2 feet along said river;
 Thence N71°18'W, 21.9 feet along said river; thence N85°54'W, 25.9 feet along said river;
 Thence S81°44'W, 54.4 feet along said river; thence N01°38'W, 15.0 feet; thence N01°38'W, 2219.8 feet
 to the True Point of Beginning of Tract of Record 1A to be known as River Bend Estates Major Subdivision
 and River Bend Estates Subdivision Phase 2.

Title to said real property is vested in:

Higgins Enterprises, LTD

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

SCHEDULE B

(continued)

13. Plats are subject to:**a) DEDICATION**

The above described of land is to be known and designated as River Bend Estates, and the land included in all streets, avenues, alleys, and parks or public squares are hereby granted and donated to the use of the public forever.

b) DECLARATION OF COVENANT

This declaration made on the date hereafter set forth, by Higgins Enterprises LTD, Owner and Subdivider.

c) WITNESSETH

That whereas, declarant is the owner of certain property known as River Bend Estates Phase 2 in Cascade County, State of Montana, which is described on the attached plat. Now therefore, Higgins Enterprises LTD, owner of the subject property hereby declares that all of the properties described above shall be held, sold and conveyed subject to covenants which shall run with the real property and be binding on all parties having any heirs, successor and assigns, and shall bind each owner thereof. The covenants may be revoked for any and all parcels within the subdivision by mutual consent of the owners of the parcels in question and the governing body of Cascade County, Montana; and

d) DECLARATION OF IMPROVEMENTS GUARANTEE

We, Rick and Judy Higgins, the undersigned authorized representatives of Higgins Enterprises LTD, owner of the subject property and subdivider, do hereby agree and consent to the terms and conditions of the attached "IMPROVEMENTS Guarantee" issued by Cascade County; and

e) UTILITY EASEMENTS PER THIS PLAT

The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of their lines and other facilities, in, over, under and across each area designated on this plat as "Utility Easement" to have and to hold forever; and

f) NOTICE OF AGRICULTURAL ACTIVITIES

This subdivision is in the vicinity of existing agricultural activities which may affect a purchaser's use and/or enjoyment of his/her property; and

g) STATEMENT OF LIMITED PUBLIC SERVICES

Certain public services such as, but not limited to school busing, snow plowing, and road maintenance may not be provided by Cascade County; and

h) WAIVER TO PROTEST BID

For each and every lot in this subdivision, we the undersigned owners of said property hereby, waive, release, and remiss the right to protest, as defined by MCA 7-12-2019 through 7-12-2112 (2014), and further hereby assents to any creation or extension of a rural improvement district, as defined by Title 7, Chapter 12, Part 21, MCA (2014), which may touch and concern any of all of the lots in this subdivision and which may hereafter be proposed for the paving of other improvement of certain county roads or any road that may provide access to the lots in the subdivision, as deemed by the Board of Cascade County Commissioners, Cascade County, Montana. This assent and waiver shall touch, concern, benefit and burden each and every lot in this subdivision and shall run with the land and be binding upon any and all grantees, transferees, successors and assigns of each and every such lot.

After Recording Return To:
N. Richard Higgins and Judy L. Higgins
P O Box 322
Ulm, MT 59485

FILED AT THE REQUEST
OF CHICAGO TITLE

WARRANTY DEED

For Value Received N. Richard Higgins and Judy L. Higgins, the grantor(s), do(es) hereby grant, bargain, sell and convey unto Higgins Enterprises Ltd, of P O Box 322, Ulm, MT 59485, the grantee(s), the following described premises, in Cascade County, Montana, to wit:

Tracts of Record 1, 2, 4, 5 and 6 of Certificate of Survey No. S-0005119 filed September 16, 2017 located in Section 34, Township 20 North, Range 3 East, Cascade County, Montana.

RESERVING UNTO the grantor, all remaining mineral rights whatsoever, plus sand, gravel and all other materials.

ALSO RESERVING UNTO the grantor, a utility easement along the east boundary 20 feet in width running north and south along said eastern boundary line.

TO HAVE AND TO HOLD unto the Grantee and to the heirs and assigns forever, subject, however, to:

- A. All reservations and exceptions of record and in patents from the United States or the State of Montana;
- B. All existing easements and rights of way of record, building, use zoning, sanitary and environmental restrictions;
- C. Taxes and assessments for the year 2018 and subsequent years;
- D. All prior conveyances, leases or transfers of any interest in minerals, including oil, gas and other hydrocarbons;

Except with reference to items referred to in paragraphs above, this Deed is given with the usual covenants expressed in §30-11-110, Montana Code Annotated.

This conveyance is made and accepted upon the express agreement that the consideration heretofore paid constitutes an adequate and full consideration in money or money's worth.

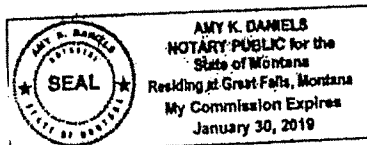
IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

N. Richard Higgins
N. Richard Higgins
Judy L. Higgins
Judy L. Higgins

State of Montana County of Cascade) ss.

This instrument was acknowledged before me on July 16, 2018, by N. Richard Higgins and Judy L. Higgins.

Amy K. Daniels
Amy K. Daniels
Notary Public for the State of Montana
Residing at Great Falls, MT
My Commission Expires: 01/30/2019



R0360848 WD

Total Pages: 1 R 7 00 By: bhanson 09/11/2018 02:56:49 PM
Cascade County, Rina Fl Moore - Clerk & Recorder
MTD0005.doc / Updated: 06.15.16

Return to: Higgins Enterprises Development Company

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS OF RIVER BEND ESTATES, TRACT 1, PHASE 1

This Declaration is made this ____ day of _____, 2019 by Higgins Enterprises Development Company, hereinafter referred to as "the Declarant."

Whereas the Declarant is the owner of that certain real property in Cascade County, Montana known as River Bend Estates and more particularly described in the subdivision plat of River Bend Estates filed in the Office of the Clerk and Recorder of Cascade County, Montana on the ____ day of _____, 2019, as document number _____;

Whereas the Declarant intends that the above described property be subject to protective and restrictive covenants;

Now therefore, the Declarant hereby declares that all the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. These easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the real property, and they shall run with the real property and be binding upon, and inure to the benefit of, all parties who now have or who may hereafter have any right, title, or interest in the real property or in any part thereof, and upon their heirs, successors, and assigns, forever.

ARTICLE I: DEFINITIONS

1. "Architectural Committee" means to the committee described in Article VII.
2. "Association" means the River Bend Estates Home Owners Association, Inc., a Montana non-profit corporation, and its successors and assigns.
3. "Board of Directors" means the board of directors of the Association.
4. "Common area" means the real property, including any improvements thereon, owned by the Association for the common use and enjoyment of the Owners. The roads, trails, and private parkland within the Property are part of the common area.
5. "Declarant" means Higgins Enterprises Development Company and its agents, successors, and assigns.
6. "DEQ" means the Montana Department of Environmental Quality, or the successor department of the State of Montana in the event of a governmental reorganization.
7. "Lots" means each tract of land subdivided by the Declarant and included in the development known as River Bend Estates and designated on a plat or survey thereof by a block and lot number. The term "lot" does not include the common areas, and it does not include any remainder parcel or other parcel owned by the Declarant but not yet subdivided into residential lots.
8. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any lot, including contract sellers, but excluding those having an interest in a lot merely as security for the performance of an obligation. As long as Declarant owns at least one lot, Declarant is an owner.
9. "Property" or "Properties" means the development known as River Bend Estates in its entirety with such additions or phase thereto as may hereafter be added by the Association or the Declarant.
10. "Roads" means any street, walk, drive, path, or other right of way within the Properties, as designated on the plat thereof and which is owned or is to be owned by the Association.

required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

ARTICLE III: USE COVENANTS

1. Owners' Covenant of Enjoyment. Every owner shall have a right to the quiet enjoyment of the owner's lot, of the common areas, of the roads within the Property, and of the utility easements within the Property.

2. Lot size. No lot owned by any person or entity other than the Declarant may be subdivided into two or more parcels. This provision shall not restrict the ability of neighboring owners to relocate the common boundary between their respective lots, so long as such relocation does not create an additional parcel or tract, and this provision shall not restrict an Owner who owns two or more contiguous lots from combining them into fewer lots. The Declarant may further subdivide any lot or part of the property owned by the Declarant.

3. Use restricted to Residential. All lots shall be used exclusively for residential purposes. No lot may be used for any commercial, business, trade, industrial, or manufacturing purpose. An owner may, however, maintain a home office in the owner's residence for carrying on a non-retail business. The restrictions on signs and advertising contained in this Declaration shall apply to any such home office. All activities associated with any home office must be carried on entirely within the owners' residence, and all such activities must be incidental to the use of the lot for residential purposes.

4. Single Dwelling Units. Except for the Declarant's rights regarding townhouses and duplexes, no lot nor any portion of any lot may be used for any purpose other than a single dwelling unit.

5. Multiple Dwelling Units. Declarant reserves the right to construct and sell, and to allow the construction and sale of, duplexes and townhouses on any lot. Each duplex unit and each townhouse unit shall be treated the same as a Class A member of a lot for voting and assessment purposes.

6. Antennas and Other Structures. All antennas, poles, satellite dish receivers, or other devices to be erected or placed on any lot for the receiving of radio, television, or other broadcast signals more than three feet in height and two feet in width must be approved pursuant to Article VII of this Declaration. All such antennas, poles, satellite dish receivers, or other devices, whether or not requiring approval pursuant to Article VII of this Declaration, shall be constructed to the rear of the residence or to the rear of the roof ridge-line or center line of the residence so as to be screened from view from other lots. Wind mills or turbines may not be installed or constructed on any lot.

7. Signs. Signs, billboards, or advertising are prohibited on any lot, road, or common area, subject to the exceptions in this paragraph. A sign of up to seven square feet in area to identify a lot by owner or address may be maintained. Declarant or the Association may place and maintain signs identifying the subdivision as River Bend Estates and conveying general information about the subdivision, including but not limited to information about lots being for sale and to the layout of the subdivision, at each intersection of a public road with a private road that serves the subdivision. An owner may place and maintain signs related to the sale of a lot or lots. Signs may be placed and maintained identifying who is performing construction activities on any lot.

8. Nuisances and Offensive Activities Prohibited. Noxious or offensive activities that are or may become an annoyance or nuisance to the owners are prohibited, including any activities that produce noxious odors or offensive sounds, including but not limited to nuisances caused by household pets such as barking dogs.

A. Animal/Pet Restrictions on Lots Less Than Twenty Acres. No livestock of any kind (including but not limited to horses, cattle, sheep, poultry, fowl, pigs, goats, llamas, alpacas, ostriches, and any other livestock) may be kept on a lot of less than twenty acres. The only animals that may be kept on a lot of less than twenty acres are the following: three or fewer dogs per lot; three or fewer cats per lot; and a reasonable number of other common household pets, provided that such other common household

assessments as are necessary to perform the maintenance, repairs, and improvements required in this paragraph.

D. Each owner shall maintain all rights-of-way (including any portion of a 60' road easement that does not have a road built on it) across that owner's lot free and clear of weeds, trash, and debris. If an owner fails to so maintain a right-of-way, then the Association may do so and bill the owner for the cost of such maintenance.

11. Driveways. Private driveways must be at least twenty feet in width at their intersection with the roads within the subdivision, and that same width must be maintained for at least the first ten feet of the length of the driveway. The first ten feet of the length of the driveway must be paved. Each lot owner may determine the width and surface materials of the driveway other than the first ten feet of its length. Owners shall install culverts under their driveways as may be required by Cascade County.

12. River Lots. An owner of a lot bordering the Missouri River or the high water mark thereof may not remove any living, native vegetation from any portion of the lot designated as part of the floodplain by any federal, state, or local government entity. In addition, no improvements may be built or maintained within eighty feet of the ordinary high water mark of the Missouri River. A seasonal dock along the Missouri River may be maintained between April 15 and October 15 of each year, but only if all necessary permits for such seasonal dock are obtained from the appropriate federal, state, and local government. Seasonal docks must be removed by October 15 of each year and may not be replaced until April 15 of the subsequent year.

13. Vehicles. Except on a temporary basis, outdoor repair or maintenance work of vehicles may not be performed. Trucks exceeding a capacity of one ton may not be regularly parked or kept on a lot, except in a covered garage approved pursuant to Article VII of this Declaration. All recreational vehicles, including but not limited to boats, campers, RVs, fifth-wheels, trailers, and other recreational vehicles must be kept or stored in a covered garage or otherwise screened from view from other lots, such as by fencing, trees, or shrubs, all to be approved pursuant to Article VII of this Declaration. No motor vehicle which cannot be moved under its own power may be left outside on any lot for more than ten days, nor left on a road within the Property at any time. The owner of each lot shall provide sufficient off-street parking for all motor vehicles owned or kept by the owner or by any resident of the owner's lot. All parking spots must be graveled or paved. A motor vehicle may not be parked on grass or dirt.

14. Firewood. No more than one cord of firewood may be stored upon a lot, except stored in a covered garage or otherwise screened from view from other lots.

15. No Mining or Drilling. Except as otherwise provided in this paragraph and in the subsequent paragraph, the following activities are prohibited on any lot: blasting, mining, drilling, and boring, and exploring for oil, gas, coal, other hydrocarbons, or any mineral. Limited drilling and the taking of core samples is permitted if reasonably associated with the construction of improvements on a lot, such as for geotechnical or percolation testing. Water wells may be drilled, maintained, repaired, and replaced.

16. Sand and Gravel. Declarant shall have and retain the right to remove sand, gravel, or stone from any lot or portion of the property owned by Declarant, provided that if Declarant does so, then Declarant shall reclaim the areas affected by such removal. An owner may use sand, gravel, and stone from the owner's lot, provided that an owner who does so must reclaim the areas affected by such removal.

17. Fireworks Prohibited. Fireworks may not be used or kept on any portion of the Property, unless as part of an organized and permitted event approved by the Association.

18. Yard Maintenance. Owners shall adequately water and maintain the vegetation on their lots. Lawns must be regularly watered and mowed. Fallen leaves must be timely raked and removed. Dead branches and trees must be timely removed.

4. Dedication of Common Areas. Declarant has designated certain areas of land as roadways and as property owners' common areas. Said areas are dedicated for the use of the owners and their families for roadway purposes and recreation purposes respectively. Any road designated as "temporary" shall not be dedicated to the Association unless specifically dedicated by the Declarant. The designated areas are not dedicated for use by the general public. Access and use of the common areas may be controlled and limited by the Association, so long as such controls and limitations do not unreasonably restrict the use by the owners. Motorized vehicles are prohibited on the trails and parkland.

5. Transfer of Association Property. Upon a sixty percent vote of the members, the Association may dedicate or transfer all or any part of the common areas, but only to a public utility, or to the general public, or to a governmental authority.

ARTICLE VI: ASSESSMENTS

1. Assessments and Lien. For each lot owned, the Declarant hereby covenants, and each owner of any lot, whether or not it shall be so expressed in any deed or contract, is deemed to have agreed to these covenants and to have agreed to pay to the Association its assessments for the costs, fees, and charges incurred by the Association in carrying out its functions and purposes, including attorney's fees and costs incurred to enforce these covenants as determined to be appropriate by the Association's board of directors.

The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with the interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of the lot at the time when the assessment came due.

2. Contribution to Capital Reserve. Upon purchasing a lot, the owner shall pay to the Association the sum of \$500 as a contribution to the Association's working capital reserve. Upon the resale of a lot, a like assessment will be required of the next owner.

3. Purpose of Assessments. The assessments shall be used for the following purposes: (a) Page 8 to promote the health, safety, convenience, and welfare of the owners; (b) to improve, repair, and maintain the Association's roads, trails, fences, easements, and common areas; (c) to control weeds within the common areas; (d) to plow snow from the roads; (e) to improve, repair, and maintain the reserve fire water tank, the approaches to said tank, and the well and pump that service said tank; (f) to pay the Association's operating expenses; (g) to enforce these covenants; (h) to carry out any other activity of the Association expressly or impliedly required by this Declaration; and (i) for any other purpose expressly approved by the members of the Association.

4. Amount of Assessments. The Association shall assess an annual assessment of \$400 per lot owned by a Class A member, until the Association determines a different annual assessment amount. The Association's assessments in a given year shall be based on the Association's reasonably projected and budgeted costs during that year to carry out the purposes set forth in this Declaration, and the assessments may also include amounts for a reasonable reserve for contingencies and a fund for long-term capital improvements. The amount of the Association's assessments shall be established by the Board of Directors in the following manner:

A. At each annual meeting of the members of the Association, the Directors shall present to the members a proposed budget of the estimated expenses for the Association for the coming year for review, discussion, amendment, comment, and approval.

B. The members shall approve or amend the proposed budget by a majority vote of the members present or voting by proxy.

10. Sale or Transfer of Lot. The sale, transfer, or encumbrance of a lot shall not affect the assessment lien or the personal liability of the owner at the time the assessment was made. A person or entity purchasing a lot shall be responsible for checking with the Association for any unpaid assessments against a lot prior to purchasing it. A prospective purchaser or transferee may submit a written request to the Association to ascertain if there are any unpaid assessments made against a lot. If the Association does not respond to the written request within 14 days, then unless a notice of the lien is on file in the Office of the Clerk and Recorder of Cascade County, Montana, the prospective purchaser or transferee may take title to the lot free and clear of the lien for any unpaid assessments.

11. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the lien. However, any holder of a first mortgage or trust indenture who obtains title to a lot pursuant to the remedies provided in the mortgage or trust indenture, or by foreclosure of the mortgage or trust indenture, or by deed or assignment in lieu of foreclosure, will be liable for such lot's unpaid dues or charges which accrue after the acquisition of title to such lot by the holder of the mortgage or trust indenture.

ARTICLE VII: BUILDING DESIGN COVENANTS

1. Construction. No residence, structure, addition, improvements, fence, or other building of any size may be constructed, erected or placed on any Lot unless the proposed construction is first approved by the Architectural Committee as defined in this Article VII. An owner who purchases a vacant lot from the Declarant must begin construction of a primary residence within twelve months of the purchase. All construction shall be completed in a reasonable amount of time, in a good and workmanlike manner, in full compliance with all building permit requirements, and in full compliance with all applicable building codes, regulations and standards. All buildings shall be constructed on site.

Owners are urged to design buildings that reflect the ranch community in keeping with the spirit of Montana. Material composition, quality, color, and shape are important in the construction of improvements. All improvements shall be constructed of higher quality materials. All exterior surfaces shall have minimum reflection values. Natural materials and earth-tone colors are encouraged. Vinyl siding and aluminum siding are prohibited on any building on a lot of less than five acres in size.

A. Single Family Residence. Only one residence may be allowed per lot, and it must be a residence designed for single family use. Prior to construction, the residence must first be approved pursuant to this Article VII. An owner may construct a "guesthouse" for use by family members or guests on a temporary basis, provided that the owner may not charge rent or receive other compensation for the use of the guesthouse, that the guesthouse must be approved pursuant to this Article VII, and that the design of the guesthouse must be integrated with the design of the primary residence.

B. Townhouses/Duplexes. Declarant may construct and sell, or allow the construction and sale of, duplexes and townhouses on any lot. Any duplex or townhouse unit shall be designed for single-family use.

C. Set Backs. All residences, outbuildings, and other structures, and all parts thereof, shall be situated at least twenty-five feet from the side lines of each lot, at least twenty-five feet from the back line of each lot, and at least seventy-five feet from the front line of each lot. The front line is the lot line that fronts the road that accesses a lot. A Lot Owner may, for just cause, petition the Architectural Committee to reduce a set back requirement. The Architectural Committee may in its own discretion grant such a request, but it may not approve reducing the front set back to less than fifty feet, except on Lot 7 of Phase I, in accordance with DEQ's requirements.

D. Unattached Buildings. All unattached buildings or structures, of whatever size, must first be approved by the Architectural Committee, pursuant to this Article VII. The design and construction of such unattached building or structure shall be integrated with the original design of the residence. The aggregate size of all unattached buildings or structures on a lot may not exceed 2,400 square feet, and the

above grade shall be deemed a "basement" for the purposes herein. For Lots 5.0 acres and greater, all residences designed without a "daylight basement" shall have no less than 1,500 square feet of finished living space, exclusive of any garage, porch, or basement. Homes designed with a "daylight basement" shall have no less than 1,250 square feet of finished living space above grade exclusive of any garage, porch, basement, or "daylight basement." For purposes of measurement for compliance with this paragraph, outside wall dimensions may be used. A townhouse or duplex unit shall have no less than 1,500 square feet of finished living space, exclusive of any garage, porch, or basement.

D. The Architectural Committee shall consider the quality of the design and the materials to be used, and conformity of the plans and specifications to the purpose and general plan and intent of these Covenants.

3. Submitting of Plans. All proposals for construction of a residence, building or other structure shall be submitted to the Architectural Committee along with the drawings necessary for the Architectural Committee to evaluate any proposal. Such drawings should include; the building dimensions, plot plans showing location of house, well, water lines, cistern, septic system, utilities, driveway, decks, patios, cross-sections and elevations, and parking areas if applicable. In addition a list of specifications shall be submitted describing the types of construction materials to be used and exterior finish and color. In certain circumstances, the Architectural Committee may, in its discretion, waive the requirement that drawings and list of specifications be submitted to the Architectural Committee.

The Architectural Committee shall make its response to the proposal in writing within thirty days of submission. The period of time shall commence on the day following the date a copy of the plans is delivered to the Declarant member of the Architectural Committee, either in person or by certified or registered mail. The Architectural Committee shall either approve, reject, or conditionally approve the submission. Any rejection shall provide the reasons for such rejection, and allow for reapplication. The failure of the Architectural Committee to make its response within the above period of time shall be deemed to signify the Architectural Committee's approval of the proposed construction

4. Modification of Design. The Architectural Committee shall have a continuing role in the approval and disapproval of proposed changes from the original design of the existing buildings or proposal submitted to the Architectural Committee. Additionally, all proposed changes to the original exterior design, exterior remodeling, and additions, including changes of color and the addition of swimming pools, volleyball, basketball and tennis courts, etc., shall be submitted and approved in writing by the Architectural Committee. In such case, the Architectural Committee may, in its discretion, waive the requirement that drawings and list of specifications be submitted.

5. Architectural Committee.

A. Membership and Purpose. The Architectural Committee shall be composed of three members and shall oversee the construction of residences, and other improvements on the Properties. Members of the Architectural Committee may also be officers of the Declarant and/or on the Association's Board of Directors. Members of the Architectural Committee do not have to be owners. As long as the Declarant owns any lot or other property that is subject to these covenants, the Declarant shall have the right to select one member of the Committee, who shall be the "Declarant Member." The right of the Declarant to select one of the members of the Committee may not be modified or eliminated by an amendment to these Covenants without the express consent of the Declarant.

B. Election of Members. The Architectural Committee shall be elected annually by a majority vote of the Owners of the Lots within the Properties. Such election shall take place in the month of January pursuant to notice delivered to all known Owners at least ten days before the scheduled meeting. The first Architectural Committee, however, shall be selected by the Declarant within thirty days of the filing of the plat for the first subdivision of the Properties. The incumbent Architectural Committee membership shall be responsible for calling an election and specifying the time and location of such election. Each member of the Architectural Committee shall hold office until the next annual meeting of the Owners and until his or her successor has been properly elected.

1. Covenants Run With Land: Term. These Covenants are perpetual and shall run with the land and be binding upon all parties and all persons having any right, title, or interest in any lot. Except for Declarant's right to have a member on the Architectural Committee, these Covenants may be amended or terminated by a sixty percent vote.

2. Annexing of Additional Property. Additional real property may be annexed and included under these Covenants and included in the Properties by an instrument signed by the Declarant or by the Owners representing a majority of the voting interest of the existing Properties. Properly executed covenants for said phase or addition shall be deemed such an instrument; any variations or additional restrictions contained in said covenants shall apply only to those specified Lots.

3. Removal of Property. Declarant has the right to remove its real property from the Association. Purposes for removal include, but are not limited to, schools, fire stations, or any other public purposes.

4. Recording Amendments. Any instrument amending or including additional property within the Properties subject to the Covenants must be recorded in the Office of the Clerk and Recorder of Cascade County, Montana.

5. Enforcement. The Declarant, the Association, the Architectural Committee, or an owner may enforce these Covenants by proceeding in law or in equity against any person or persons violating or attempting to violate any of the Covenants, either to restrain and enjoin such violation or to recover damages. Any court finding a violation of any of the Covenants shall have in addition to the foregoing remedies, the right to require abatement of the violation, including removal of any structures or improvements, at the expense of the Owner of the Lot or Lots on which the violation occurs. Reasonable attorneys' fees and costs shall be awarded to the prevailing parties enforcing these Covenants in any such proceedings. The award of such fees and monetary judgment shall become a lien upon the property of the Lot in violation. Failure to enforce any covenant or restriction herein contained shall not be deemed a waiver whatsoever of the right to do so thereafter.

6. Effect of Partial Invalidation. The invalidation of any one of these Covenants or any provision of this Instrument by judgment or court order shall not in any way affect the remaining provisions of these Covenants which shall remain in full force and effect.

7. Acceptance of Lots "AS IS." Each owner shall accept that owner's lot in its "AS IS" condition.

8. Soils. Owners are encouraged to consult with a soils expert to determine if expansive soils are present on the owner's lot, and to determine any recommendations for construction so that the possible impacts of any expansive soils may be addressed and mitigated as the owner determines proper.

9. Headings. The article and section headings contained in these Covenants are for reference purposes only and shall not affect in any way the meaning or interpretation of these Covenants.

DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS OF RIVER
BEND ESTATES, TRACT 1, PHASE 1

Article I:	Definitions	Page 1
Article II:	Association Membership and Voting Right	Page 2
Article III:	Use Covenants	Page 3-5
10.	Roads and Trails	
B.	Road Maintenance Agreement	Page 4
Article IV:	Maintenance and Sanitation	Page 6
Article V:	Easements and Common Areas	Page 6-7
Article VI:	Assessments	Page 7-9
Article VII:	Building Design Covenants	Page 9-13
Article VIII:	General Provisions	Page 13



October 4, 2019

Jason Crawford
Triple Tree Engineering Inc
3102 Old Broadwater Lane
Helena MT 59601

RE: River Bend Estates Phase 2
Cascade County
E.Q. #19-1663

Dear Mr. Crawford:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

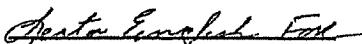
Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,


Rachel Clark, Supervisor
Subdivision Review Section

RC/le

cc: County Sanitarian
County Planning Board (e-mail)
Owner

will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the shared sewage treatment systems on Lot 13 and Lot 14 will consist of a septic tank, effluent filter, dose tank and pressure-dosed subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the individual wastewater treatment systems on Lot 17 and Lot 18 shall consist of a septic tank, effluent filter, Department Approved Level II recirculating trickling filter treatment system, dosing tank and pressure-dosed subsurface drainfield in accordance with the approved plans, and of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, and,

THAT the conditions of approval for the recirculating trickling filter systems for Level II treatment require an Operation & Maintenance (O&M) contract, in accordance with ARM 17.30.718(8) and the service-related obligations listed in DEQ-4, Appendix D, in perpetuity, with an authorized Dealer/Representative, and,

THAT the O&M contract shall include a bi-annual on-site inspection of all major components of the wastewater treatment system for the first two (2) years after use of the system begins, and annually thereafter, in accordance with ARM 17.30.718(8)(a), and,

THAT annual sampling in accordance with ARM 17.30.718(8)(b) is required for the life of the system and shall be for the following parameters: nitrate; nitrite, ammonia, TKN, BOD, TSS, fecal coliform, specific conductance and temperature. Effluent sampling shall be conducted after all treatment is complete but before discharge into the absorption system. All water analysis shall be conducted according to the EPA approved method by an independent laboratory, except for temperature which shall be measured on-site. The monitoring results must be maintained by the service provider and made available to the Department by the service provider at any time that the Department requests the results, and,

THAT the pressure-dosed subsurface drainfields on Lot 13 and Lot 18 shall have an absorption area of sufficient size to provide for an application rate of 0.3 gpd/square foot, and,

THAT the pressure-dosed subsurface drainfields on Lots 14-17 and Lots 19-24 shall have an absorption area of sufficient size to provide for an application rate of 0.4 gpd/square foot, and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100-year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the operation and maintenance of water supply and sewage treatment systems shall be the responsibility of each lot owner, and,

THAT storm drainage facilities shall be constructed in accordance with the stamped and approved

RIVER BEND ESTATES SUBDIVISION PHASE 2
BEING A SUBDIVISION IN THE SW1/4 OF SECTION 34, T20N, R3E, P.M.M., CASCADE COUNTY, MONTANA

THE BUREAU AND ANY AGENCIES OF THE GOVERNMENT ARE REQUESTED TO CONSIDER THE FOLLOWING INFORMATION IN CONNECTION WITH THE REQUEST FOR A RE-EVALUATION OF THE PROPERTY OF THE UNITED STATES OF AMERICA, AND TO ADVISE THE BUREAU OF THE RESULTS OF SUCH CONSIDERATION. THE BUREAU WILL BE GLAD TO CONSIDER ANY INFORMATION RECEIVED FROM ANY SOURCE, AND TO CONSIDER ANY INFORMATION RECEIVED FROM ANY SOURCE, AND TO CONSIDER ANY INFORMATION RECEIVED FROM ANY SOURCE.

[illegible]

The diagram is a geological cross-section. A prominent fault line, labeled 'Fault', runs diagonally from the upper left towards the lower right. To the left of this fault is a large, shaded area labeled 'Block 1'. To the right of the main fault is another shaded area labeled 'Block 2'. Below Block 2, there is a series of smaller, parallel fault segments, also labeled 'Fault'. The diagram illustrates the relationship between these geological blocks and faults.

Figure 1 consists of two maps, A and B, showing the study area. Map A is a map of the study area, showing the location of the study area (indicated by a dashed line) within the larger context of the study area. Map B is a map of the study area, showing the location of the study area (indicated by a dashed line) within the larger context of the study area.

GRAPHIC SCALE - FEET
SCALE 1" = 100'

ENGINEER'S DRAWING
2.05 ACRES
161' 161'

RECALCULATION OF CONTINGENT
This drawing is made on the data hereon and made by Higgins Engineering L.L.C. Owner and Subcontractor

THE SHIPWRECK, BEING THE REMAINS OF A SHIP, WAS FOUND IN THE MIDDLE OF THE RIVER, AND WAS IN A STATE OF RUIN. THE SHIPWRECK WAS FOUND IN THE MIDDLE OF THE RIVER, AND WAS IN A STATE OF RUIN.

INVESTIGATIONS DIVISION

PLANTING OF PLANTED POLICE OFFICERS:
 Planted police officers shall be paid and housed in selected homes, where housing, meals, clothing, and food commodities are provided by Turkish Cypriot and

[illegible]

DATE: _____

Map of the study area showing the location of the study site (Study site) and the location of the study area (Study area) within the context of the surrounding region. The map includes labels for 'Study site', 'Study area', 'City of Montreal', 'St. Lawrence River', and 'St. Lawrence Valley'. A scale bar indicates distances up to 10 km. A legend identifies symbols for 'Study site', 'Study area', 'City of Montreal', 'St. Lawrence River', and 'St. Lawrence Valley'.

[illegible]

NOTARY SEAL

DATE	10/10/12
TIME	10:00

Page 1
212 Wagon
BEND 1
Lot 5

14-00000

APPROXIMATE LOCATION OF THE PROPERTY

Lot 22

Lot 21

Lot 20

Lot 19

Lot 18

Lot 17

Lot 16

Lot 15

Lot 14

Lot 13

Lot 12

Lot 11

Lot 10

Lot 9

Lot 8

Lot 7

Lot 6

Lot 5

Lot 4

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Page 20

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10-333 OF 66

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0884	0021.88H	Y
0812	0001.12S	Y
0692	0004.92S	Y

[illegible]

No other person, partnership or other entity has any interest in the above property. The interest in the above property is not subject to any other lien or claim.

1.15	1084.58.51	W. 68.15
1.14	508.50.51	W. 147.48
1.13	564.55.51	E. 27.13
1.12	1609.14.02	E. 119.85

STATE - VERMONT
FILE NO.

MISSOURI RIVER

[illegible][illegible][illegible]

KENDALL LAND SURVEYING, INC.
 GREAT FALLS, MONTANA 59401
 SCALE: 1" = 100'
 DRAWN BY: JSK

000-271-1701	000-271-1701
--------------	--------------

Aug 23, 2019 - 2:40pm - P:\Drawings\CD\Construction\Drawings\River Bend Estates\Phase II\18-64_Layout.dwg
 WELL & DRAIN FIELD LAYOUT

TRIPLE TREE ENGINEERING

1. LOT LAYOUT WAS PREPARED BY SCOTT PFALLER, P.E. TRIPLE TREE ENGINEERING.

APPROVED

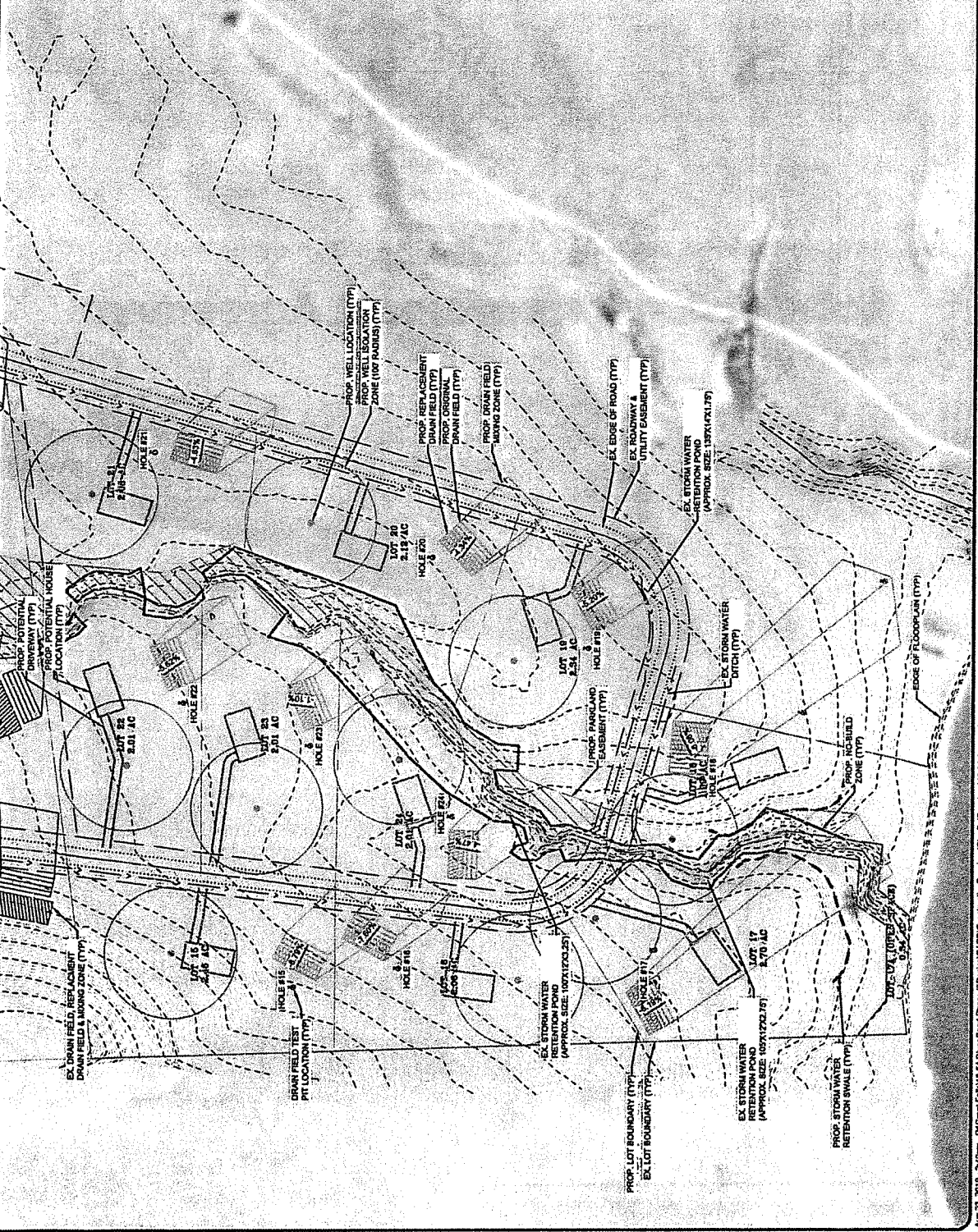
Montana Department of
Environmental Quality

Reviewer: *Almudena*
Date: 10-3-19

E& 19-1663
p3 & p6

3 OF 3

PRELIMINARY
NOT FOR
CONSTRUCTION



APPENDIX C

PART I MODEL SUBDIVISION IMPROVEMENT AGREEMENT

The parties to this Subdivision Improvements Agreement ("this agreement") are Higgins Enterprises, LTD ("the subdivider") and Cascade County ("the City" or "the County").

WHEREAS, the subdivider desires to defer construction of improvements described in Attachment (1); and

WHEREAS, the purpose of this Agreement is to protect the City (or County) and is not intended for the benefit of contractors, suppliers, laborers or others providing work, services, or materials to the Subdivision, or for the benefit of lot or home buyers in the Subdivision; and

WHEREAS, the mutual promises, covenants and obligations contained in this Agreement are authorized by state law and the City (or County) subdivision regulations.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Effective Date: The effective date of this Agreement is the date that final subdivision plat approval is granted by the City (or County).
2. Attachments: The Attachments cited herein are hereby made a part of this Agreement.

Subdivider's Obligations

3. Improvements: The Subdivider shall construct and install, at his own expense, those subdivision improvements listed in Attachment (1) of this Agreement. The Subdivider's obligation to complete the improvements arises upon approval of the final subdivision plat, is not conditioned on the commencement of construction in the development or sale of any lots or improvements within the subdivision, and is independent of any obligations of the City (or County) contained in this Agreement.
4. Security: To secure the performance of his obligations under this Agreement, the Subdivider shall deposit with the City (or County) on or before the effective date, an Irrevocable Letter of Credit (or other financial security acceptable to the local officials) in the amount of \$ 50,000. The letter of credit shall be issued by (lending institution), be First Interstate Bank payable at sight to the City (or County) at any time upon presentation of (1) a sight draft drawn on the issuing lending institution in the amount up to \$ 10,000, (2) a signed statement or affidavit executed by an authorized City (or County) official stating that the Subdivider is in default under this Agreement; and (3) the original copy of the letter of credit.
5. Standards: The Subdivider shall construct the required improvements according to the standards and specifications required by the City (or County) as specified in Attachment (1) of this Agreement.

6. Warranty: The Subdivider warrants that each and every improvement shall be free from defects for a period of 1 year from the date that the City (or County) accepts the dedication of the last improvement completed by the Subdivider.
7. Commencement and Completion Periods: The Subdivider shall complete all of the required improvements within (2) years from the effective date of this Agreement.
8. Compliance with Law: The Subdivider shall comply with all relevant laws, ordinances, regulations and requirements in effect at the time of subdivision plat approval when meeting his obligations under this Agreement.

City's (or County's) Obligations

9. Inspection and Certification:
 - A. The City (or County) shall provide for inspection of the improvements as they are completed and, where found acceptable, shall certify those improvements as complying with the standards and specifications set forth in Attachment (1) of this Agreement. The inspection and certification, shall occur within 14 days of notice by the Subdivider that the improvements are complete and that he desires City (or County) inspection and certification. Before requesting City (or County) certification of any improvement the Subdivider shall present to the City (or County) valid lien waivers from all persons providing materials or performing work on the improvement.
 - B. Certification by the City (or County) does not constitute a waiver by the City (or County) of the right to draw funds under the letter of credit in the event defects in or failure of any improvement are found following the certification.
10. Notice of Defect: The City (or County) shall provide timely notice to the Subdivider whenever inspection reveals that an improvement does not conform to the standards and specifications set forth in Attachment (1), or is otherwise defective. The Subdivider shall have 30 days from the date the notice is issued to remedy the defect. The City (or County) may not declare a default under this Agreement during the 30 day remedy period unless the Subdivider clearly indicates he does not intend to correct the defect. The Subdivider shall have no right to correct the defect in, or failure of, any improvement found after the City (or County) accepts dedication of the improvements
11. Reduction of Security: After the acceptance of any improvement, the amount that the City (or County) is entitled to draw on the letter of credit shall be reduced by an amount equal to 90 percent of the estimated cost of the improvement as shown in Attachment (1). At the request of the Subdivider, the City (or County) shall execute a certificate verifying the acceptance of the improvement and waiving its right to draw on the letter of credit to the extent of the amount. Upon the certification of all of the improvements the balance that may be drawn under the credit shall be available to the City (or County) for the one year warranty period plus an additional 90 days.
12. Use of Proceeds: The City (or County) shall use funds drawn under the letter of credit only for the purposes of completing the improvements or correcting defects in or failure of the improvements.

18. Attorney's Fees: Should either party be required to resort to litigation, arbitration or mediation to enforce the terms of this Agreement, the prevailing party, whether plaintiff or defendant, is entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If the court, arbitrator or mediator awards relief to both parties, each shall bear its own costs in their entirety.
19. Third Party Rights: No person or entity who is not party to this Agreement has any right of action under this Agreement, except that if the City (or County) does not exercise its rights within 60 days following an event of default, a purchaser of a lot or home in the Subdivision may bring an action in mandamus to compel the City (or County) to exercise its rights.
20. Scope: The Agreement constitutes the entire agreement between the parties and no statement, promise or inducement that is not contained in this Agreement is binding on the parties.
21. Time: For the purpose of computing the commencement and completion periods, and time periods for City (or County) action, times in which war, civil disasters, acts of God or extreme weather conditions occur will not be included if the events prevent the Subdivider or the City (or County) from performing the obligations under this Agreement.
22. Assigns: The benefits of this Agreement to the Subdivider may not be assigned without the express written approval of the City (or County). Such approval may not be withheld unreasonably, but any unapproved assignment is void. There is no prohibition on the right of the City (or County) to assign its rights under this Agreement.
- The City (or County) shall release the original Subdivider's letter of credit if it accepts a new security from any subdivider or lender who obtains the property. However, no action by the City (or County) constitutes a release of the original subdivider from his liability under this Agreement.
23. Severability: If any part, term or provision of this Agreement is held by the courts to be illegal the illegality shall not affect the validity of any other part, term or provision, and the rights of the parties shall be construed as if the part, term or provision were never part of the Agreement.

Dated this 22nd day of August, 2019.

City (or County) Official

HIGGINS ENTERPRISE, LTD
Subdivider

Judy Higgins

by *R. Higgins* 8-22-201

decline in its value during the guarantee period, must be established by a licensed real estate appraiser or securities broker, as applicable, at the subdivider's expense. The Cascade County Commissioners may reject the use of property as collateral when the property value is unstable, when the property may be difficult to sell, or when other factors exist which will inhibit the exchange of the property for an amount of money sufficient to complete required improvements.

When property is offered as an improvement guarantee, the subdivider shall:

- A. Enter an agreement with the escrow agent instructing the agent to release the property to the Cascade County Commissioners in the case of default. The agreement must be placed on file with the county clerk and recorder.
- B. File with the Cascade County Commissioners an affidavit affirming that the property to be used as a guarantee is free and clear of any encumbrances or liens at the time it is to be put in escrow.
- C. Execute and file with the Cascade County Commissioners an agreement stating that the property to be placed in escrow as an improvement guarantee will not be used for any other purpose, or pledged as a security for any other matter until it is released by the Cascade County Commissioners.

4. Sequential Development

Where a subdivision is to be developed in phased portions, the Cascade County Commissioners may, at its discretion, waive the use of a guarantee on the initial portion, provided that the portion contains no more than 25 lots, or 50 percent of the total number of lots in the proposed subdivision, whichever is less. The Cascade County Commissioners may grant final plat approval to only one portion at a time. The plat approval for each succeeding portion will be contingent upon completion of all improvements in each preceding portion and acceptance of those improvements by the Cascade County Commissioners. Completion of improvements in the final portion of the subdivision must be guaranteed through the use of one of the other methods detailed in this section.

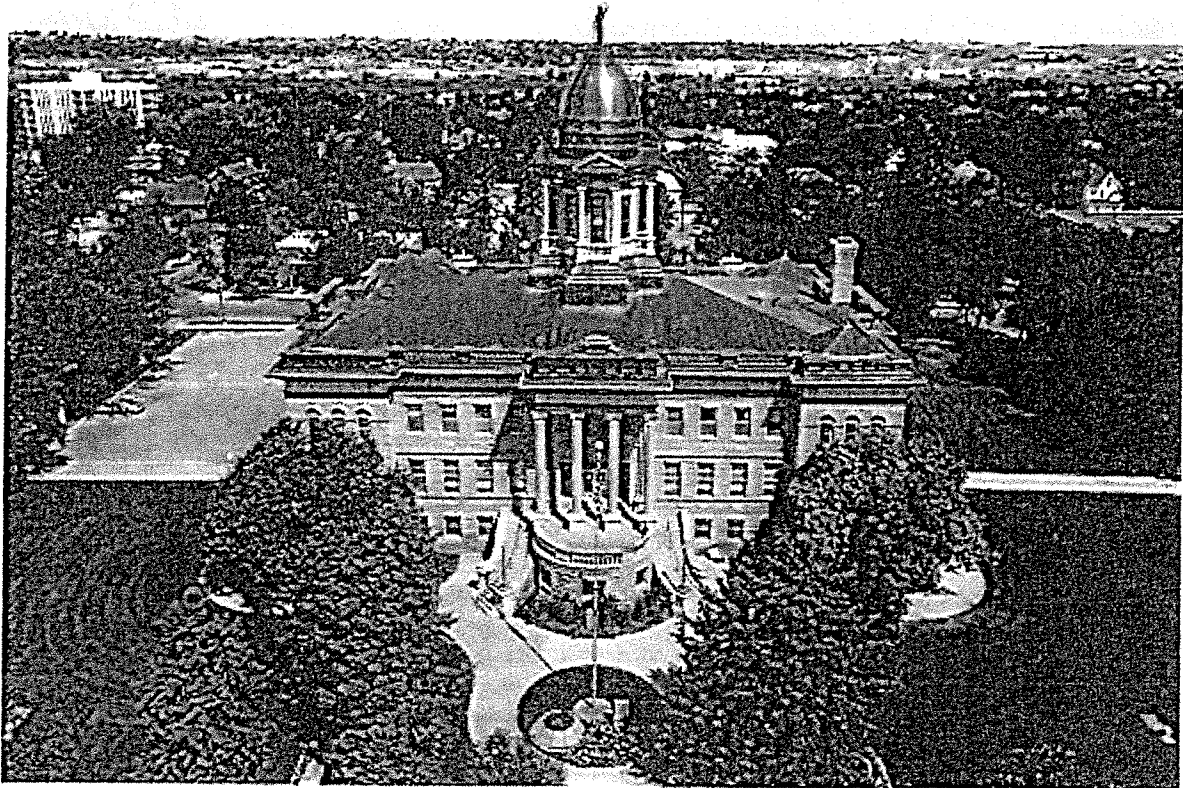
5. Surety Performance Bond

The bond must be executed by a surety company authorized to do business in the State of Montana and acceptable as a surety to the Cascade County Commissioners and countersigned by a Montana agent. The bond must be payable to the County (City) of _____. The bond must be in effect until the completed improvements are accepted by the Cascade County Commissioners.

6. Special Improvements District

The Cascade County Commissioners may enter into an agreement with the subdivider, and the owners of the property proposed for subdivision if other than the subdivider, that the installation of required improvements will be financed through a special or rural improvement district created pursuant to Title 7, Chapter 12, MCA. This agreement must provide that no lots within the subdivision shall be sold, rented, or leased, and no contract for the sale of lots executed, before the improvement district has been created.

CASCADE COUNTY SUBDIVISION REGULATIONS



ADOPTED: JULY 11, 2018

RESOLUTION: 18-55

R0358093

CASCADE COUNTY COMMISSIONERS

JANE WEBER, JOE BRIGGS, JAMES LARSON



P.O. Box 5010
Great Falls, MT 59403-5010
406-454-6200
www.firstinterstatebank.com

August 20, 2019

Cascade County Planning Department
121 4th N, Ste 2H
Great Falls, MT 59401


RE: Higgins Enterprises - Rick & Judy Higgins

This letter is to inform you that Higgins Enterprises has been approved for a \$50,000 letter of credit in favor of the Cascade County Planning Department for the completion of fire suppression cistern that is currently under construction at the River Bend housing development. The letter of credit will be in effect until the cistern is completed per your direction or 6 months, whichever comes first.

I am currently preparing the official letter of credit and I will have it to you this week.

Please reach out to me if you have any questions or concerns regarding this letter of credit. I can be reached at 406-454-6201 or at chad.simonson@fib.com.

Sincerely,


Chad Simonson
Vice President

ATTACHMENT 1



MRTE, INC
P.O. Box 538
Black Eagle, MT 59414
(406) 761-5640
(406) 799-8200

August 23rd, 2019

TO: Rick Higgins
ATTN: Rick
RE: River Bend Estates Concrete and Asphalt

Bid Item #1 Concrete Lid

The following bid is to supply 6 SK concrete for the lid with dimensions of 4"x 30'x 40' for fire system cistern. (approx. 16 cy @\$123.00)

Item 1 Total **\$1,968.00**

Bid Item #2 Pavement on Approaches

The following bid is to pave two 3" asphalt approaches (approx. 700 sf each), includes all labor, equipment, materials and one mobilization.

Item 2 Total **\$4,200.00**

Joe Horner

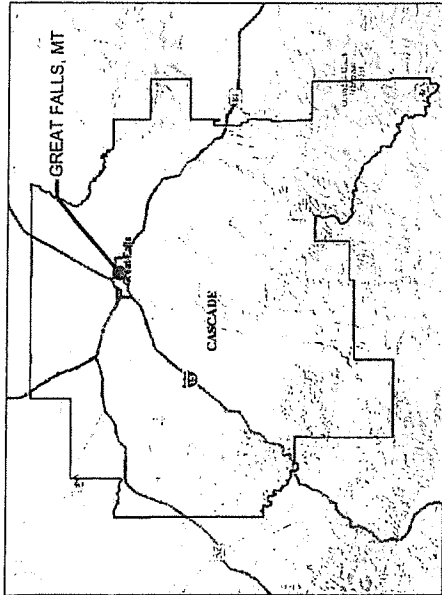
Date

Accepted by

Date

RIVER BEND ESTATES - PHASE II

VICINITY MAP



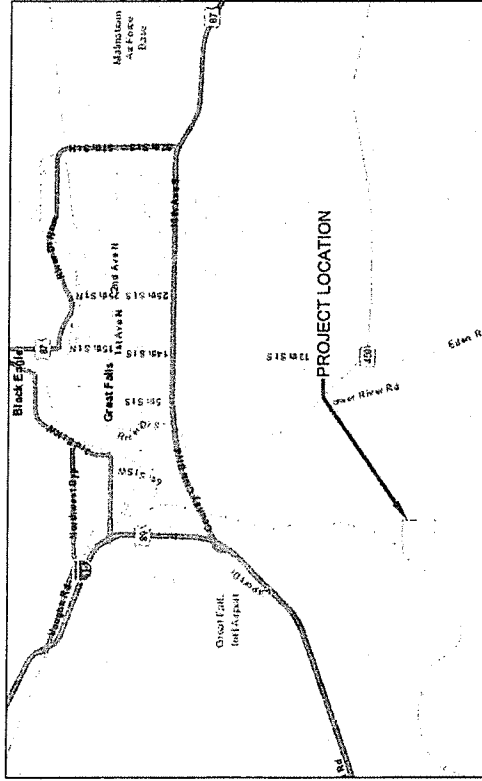
HIGGINS ENTERPRISES LTD.
CASCADE COUNTY, MONTANA

SEPTEMBER 2019

SHEET INDEX

SHEET	DESCRIPTION
G-1	COVER
D-3	DETAILS
D-4	STORM WATER RETENTION SWALES
PP-1	PLAN & PROFILE INDEX
PP-4 TO PP-8	RETENTION AREAS 3 & 4, AN & PROFILE
PP-5	RETENTION AREA 5
PP-8 TO PP-9	RETENTION AREA 1

GREAT FALLS MONTANA



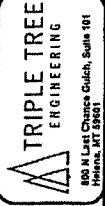
BASIS OF SURVEY
ALL CONTOURS, ELEVATIONS, AND COORDINATES FOR THE PROJECT ARE BASED ON A LOCAL COORDINATE SYSTEM

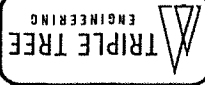
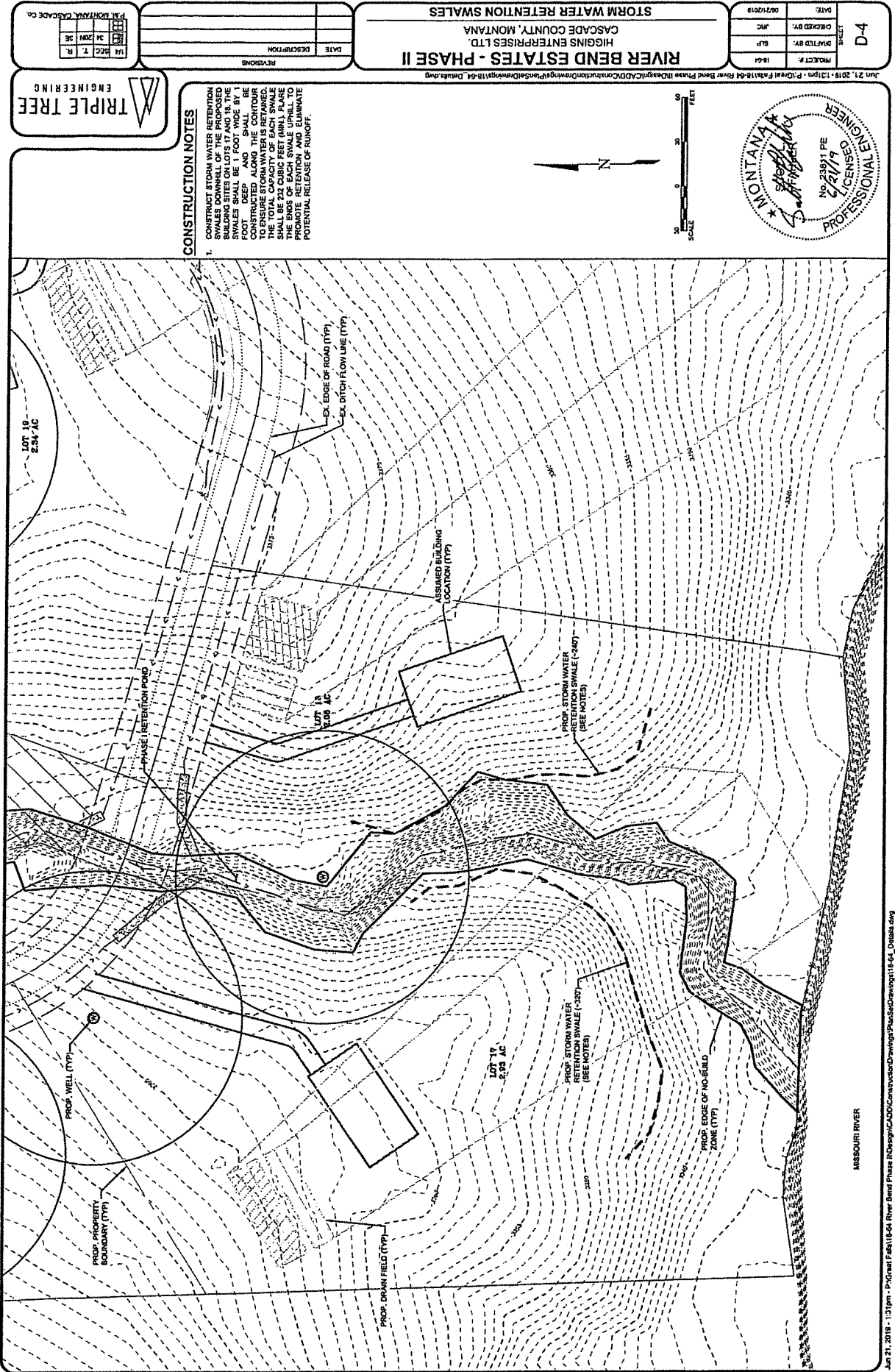
CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF MONTANA.



Scott Pfahler
SCOTT L. PFAHLER, P.E.





CONSTRUCTION NOTES

1. CONSTRUCT STORM WATER RETENTION SWALES DOWNHILL OF THE PROPOSED BUILDING SITES ON LOTS 17 AND 18. THE SWALES SHALL BE 1' FOOT WIDE BY 1' DEEP. THE SWALES SHALL BE CONSTRUCTED ALONG THE CONTOUR TO ENSURE STORM WATER IS RETAINED. THE TOTAL CAPACITY OF EACH SWALE SHALL BE 10,000 GALLONS. PLACE THE ENDS OF EACH SWALE IN SUCH A MANNER AS TO PROMOTE RETENTION AND ELIMINATE POTENTIAL RELEASE OF RUNOFF.

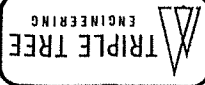
RIVER BEND ESTATES - PHASE II
HIGGINS ENTERPRISES LTD.
CASCADE COUNTY, MONTANA
STORM WATER RETENTION SWALES

DATE:	06/20/2018
CHECKED BY:	JHC
DRAWN BY:	B.P.
PROJECT #:	18-04
SHEET:	D-4



DATE:	06/20/2018
CHECKED BY:	JHC
DRAWN BY:	B.P.
PROJECT #:	18-04
SHEET:	D-4

Jun 21, 2018 - 1:31pm - P:\0001\Fab18-04_River Bend Phase II\Design\CADD\Construction\Drawings\Final\SheetDwg18-04_Detailed.dwg



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CONSTRUCTION NOTES

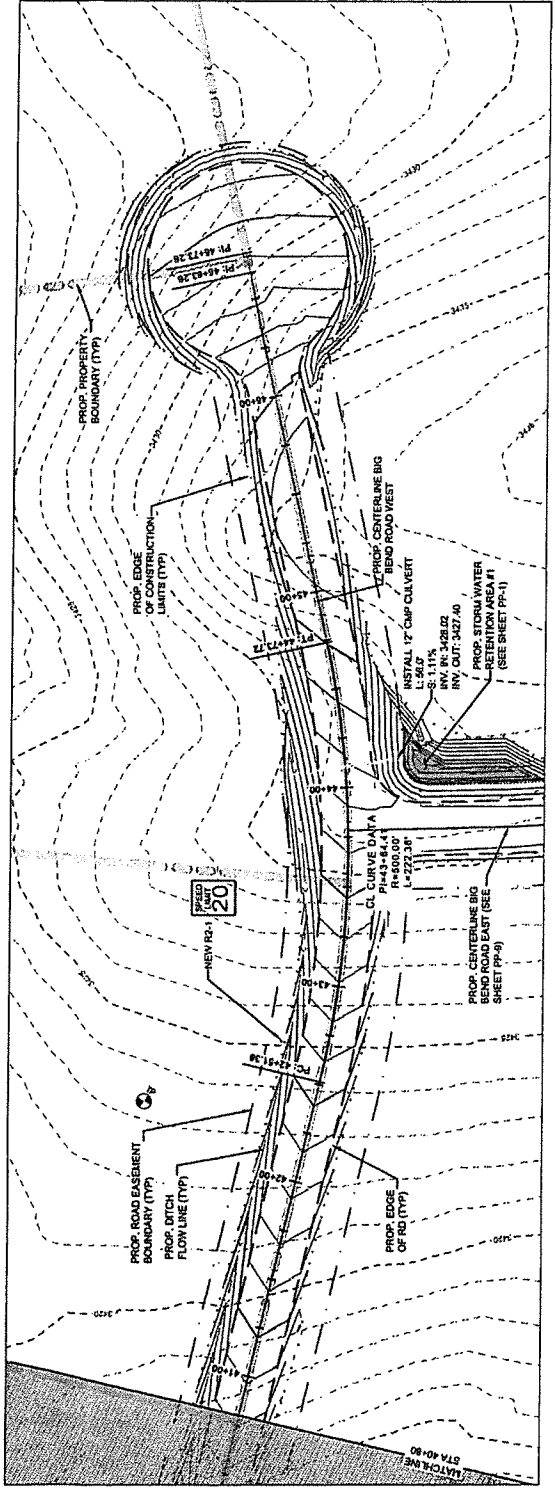
1. INSTALL RIPRAP PROTECTION AT THE OUTLET OF THE 12" CULVERT. IT IS NOT NECESSARY TO INSTALL RIPRAP ABOVE THE CULVERT AS SHOWN ON THE DRAWING. THE RIPRAP SHALL BE PLACED AT THE DITCH PROTECTION AT THE CULVERT OUTLET SHALL ONLY EXTEND 4 FEET FROM THE END OF THE PIPE.
2. SIGN MATERIALS AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE MUTCD MANUAL AND NOT DETAILED HEREIN. ALL SIGNS SHALL BE MOUNTED ON EITHER STEEL OR TREATED WOOD POSTS.

RIVER BEND ESTATES - PHASE II
HIGGINS ENTERPRISES LTD.
CASCADE COUNTY, MONTANA
RETENTION AREA 1

DATE	03/18/2019
DRAWN BY	JMC
CHECKED BY	JMC
PROJECT	18-30
PP-8	



ROAD CONSTRUCTION COMPLETED AS PART OF PHASE I



October 22, 2019

Agenda Item #2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: CDBG Non-Comp Housing Contract #MT-CDBG-NCH-15-02B Amendment

INITIATED AND PRESENTED BY: Mary K. Embleton, Grants Coordinator

ACTION REQUESTED: Approval of Contract #19-167

BACKGROUND:

Cascade County entered into an agreement with the Montana Dept. of Commerce for Community Development Block Grant funding for activities to assist low to moderate income residents through the Non-Comp Housing Program. The original contract was executed on November 5, 2015 as Cascade County Contract #15-172, R0314334. The first project amended this contract on June 25, 2018 via contract #18-119, R0358094. This is the second project to be completed under this contract, and therefore requires another amendment.

The project consisted of construction costs for replacing an older mobile home with a modular home placed on a permanent foundation at 321 Mountainview Drive in Cascade, Montana. NeighborWorks Great Falls is the Project Management organization responsible for implementation of the project. The CDBG portion of funding accessible to the grantee shall not exceed \$92,728.00.

RECOMMENDATION: Approval of Contract #19-167

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chair, I move that the Commission **APPROVE** Contract #19-167 Amending Contract #15-172, MT-CDBG-NCH-15-02B authorizing grant funding for reimbursement for the project at 321 Mountainview Drive, Cascade, Montana in the amount of \$92,728.

MOTION TO DISAPPROVE:

Mr. Chair, I move that the Commission **DISAPPROVE** Contract #19-167 Amending Contract #15-172, MT-CDBG-NCH-15-02B authorizing grant funding for reimbursement for the project at 321 Mountainview Drive, Cascade, Montana in the amount of \$92,728



**Agreement by and between
Cascade County for the Montana ExpoPark
and the Great Falls Turf Club**

**CONTRACT
19-170**

PURPOSE:

This agreement entered into this 22nd day of October 2019, by and between Cascade County For the Montana ExpoPark (ExpoPark) and the Great Falls Turf Club, Inc. (GFTC) is for the purpose of providing Horses, personnel and production duties, in furtherance of operating a "Horse Race Meet".

CONDITIONS:

GFTC AGREES TO AND SHALL BE FINANCIALLY RESPONSIBLE (AS NECESSARY) FOR THE FOLLOWING:

1. Production of a race meet sanctioned by the Montana Board of Horse Racing (MBOHR) on the Montana ExpoPark grounds. Post Time will be 5:00 p.m. on Friday, and Post Time will be 1:00 p.m. for Saturday and Sunday race dates.

5 Day Race Meet is proposed for 2019-2020

- a. Saturday, July 18, 2020 & Sunday, July 19, 20120
 - b. Friday, July 24, 2020, Saturday, July 25, 2020, and Sunday, July 26, 2020
2. Provide horses necessary to conduct said race performances.
3. From Monday, June 8, 2020, through Sunday, June 14, 2020, GFTC will be authorized to work on the backside in the Horse Racing area excluding the horse racing track. From Monday, August 3, 2020, through Monday, September 7, 2020, GFTC will be authorized to work on the backside in the Horse Racing area excluding the horse racing track to clean-up all stalls in all barns used by Horse Racing.
4. From Monday, **June 15, 2020**, through Tuesday, **July 27th, 2020, at noon**, provide all personnel necessary to conduct said race meet and training including:
 - Racing Director
 - Racing Secretary
 - Announcer
 - Clocker
 - Outrider(s)
 - Track Superintendent
 - Race Officials
 - Support Staff
 - Tellers
 - Track Maintenance personnel

must be free of any gravel. A representative from each party will inspect the stalls on Tuesday, September 8th, 2020, at 11:00 a.m. to confirm compliance with this provision and to evaluate any stall damage in excess of normal wear and tear.

17. Stall cleanup will be completed pursuant Number 16 between August 3 and September 8, 2020.
18. In the event that Cascade County is compelled to perform maintenance or repair to the stalls due to GFTC nonperformance of paragraph 16 hereof, Cascade County ExpoPark shall bill such costs to the Great Falls Turf Club on their final invoice.
19. Provide Day-to-day maintenance of racetrack and barns from Monday, June 15, 2020 through Monday, July 27, 2020. GFTC is responsible to provide: (a) a water truck as needed to maintain adequate track condition; (b) equipment/tractor to pull harrow; and (c) horse ambulance.
20. Provide internet service where needed for the race meet.
21. Pay ExpoPark \$400 for the cost of garbage removal on the backside for the period Monday, June 15, 2020, to Monday July 27, 2020.
22. Co-ordinate with and obtain prior approval from ExpoPark in regard to sponsor sign placement. Sign off for sponsor placement must be done no later than July 6, 2020. Such approval will not be unreasonably withheld.
23. Provide for cleanup of Jockey Room following each race day.
24. Manage stall assignments and maintain stalls, backside facility, and backside RV spaces from Monday, June 15, 2020 through Monday, July 27, 2020.
25. While working at the track, all GFTC personnel will have on their person a current Montana Board of Horse Racing issued license/identification. When working at the track, such individuals shall receive free admission and parking to the Montana State Fair. GFTC will provide to ExpoPark a list of its employees who will receive free admission and parking.
26. Save and hold harmless ExpoPark, Cascade County as well as the agents and employees thereof, from any claim, liability, injury including death, or damage to any property whatsoever as a result of performing the duties described herein except that arising out of sole negligence of ExpoPark or Cascade County.
27. Notwithstanding any other provision of this Agreement and prior to each race, GFTC shall inspect the track, starting gate, and other areas involved in the holding, movement and racing of the horses to verify that the condition of the track, starting gate and

8. Provide motorized equipment such as forklifts, tractors, trucks and loaders and make reasonable efforts to provide operators for said equipment for occasional horse racing related needs.
9. Pay to the GFTC, SIXTY-FIVE THOUSAND DOLLARS (\$65,000) as purses for the five-day race meet. This payment shall be made one week prior to the first race day.
10. Provide ambulance and EMT personnel as required by the MBOHR to serve jockeys, support staff and the public.
11. Provide all stalls and RV spaces in the barn area and utilities (including water) at no expense for GFTC use from Monday, June 15, 2020 to Monday, July 28, 2020.
12. Provide a portable toilet to be located at the Horseman's gate beginning the Friday before the first race day until Monday following the last race day.
13. Provide a total of 625 free admissions and parking tickets at no expense to GFTC for GFTC sponsors during the Montana State Fair days of the race meets.
14. GFTC is authorized to sell programs, signage, advertising, promotional items and reserved seating for the described race meet and retain all revenue. GFTC will be solely responsible for the content (including copyright, trademark, etc.) of its programs, signage, advertising and promotional items.
15. Authorize GFTC to retain all admissions and parking revenue for pre-Montana State Fair race days.
16. Provide the GFTC with a detailed accounting of all relative expenses incurred and income received by ExpoPark related to the race meet during the period before and during said race meet. Accounting shall be completed and provided no later than August 31, 2020.
17. Save and hold harmless GFTC as well as agents and employees thereof, from any claim or liability or damages to persons or personal property whatsoever as a result of performing the duties described herein except that arising out of sole negligence of the GFTC.

OTHER TERMS AND CONDITIONS:

THIRD PARTY BENEFICIARIES: The parties enter into this contract only for the benefit of the GFTC, ExpoPark and Cascade County; there are no third party beneficiaries under this agreement.

STATE OF _____)
County of _____):ss

This instrument was signed or acknowledged before me on this ____ day of _____
_____ 2019 by _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day
and year in this certificate first above written.

(NOTARIAL SEAL)

Notary Public for the State of _____
Residing at _____
My Commission expires: _____

Cascade County:

Joe Briggs, Chairman

James L. Larson, Commissioner

Jane Weber, Commissioner

ATTEST

On this 22nd day of October 2019, I hereby attest the above-written signatures of the Board of
Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder

* APPROVED AS TO FORM:
Josh Racki, County Attorney

DEPUTY COUNTY ATTORNEY

* THE COUNTY ATTORNEY HAS PROVIDED ADVICE AND APPROVAL OF THE FOREGOING DOCUMENT LANGUAGE ON
BEHALF OF THE BOARD OF CASCADE COUNTY COMMISSIONERS, AND NOT ON BEHALF OF OTHER PARTIES OR
ENTITIES. REVIEW AND APPROVAL OF THIS DOCUMENT BY THE COUNTY ATTORNEY WAS CONDUCTED SOLELY FROM
A LEGAL PERSPECTIVE AND FOR THE EXCLUSIVE BENEFIT OF CASCADE COUNTY. OTHER PARTIES SHOULD NOT RELY
ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE COUNSEL.